

Execution Copy

TrackSure Tracking Services Agreement

This Agreement ("Agreement") is effective as of the First day of August, 2007 ("Agreement Effective Date") by and between **TrackSure Insurance Agency, Inc.** having its Administrative offices at: 2677 North Main Street, Suite #600, Santa Ana, California 92705 ("TrackSure"), and **Fifth Third Bank**, having its Administrative offices at 5050 Kingsley Drive, Madisonville Operations Center, Cincinnati, OH 45263-5300 ("Lender").

1. Services Provided by TrackSure

TrackSure will provide Lender's insurance tracking services and insurance placement services for borrower loans in the Eligible Loan categories of Schedule D.

TrackSure' insurance tracking services consist of the basic operating procedures, as set forth in Schedule A. Such tracking services shall be subject to the service levels, as set forth in Schedule B.

TrackSure' insurance placement services consist of issuing notices and placing coverage under the Master Insurance Policy ("Policy") issued to Lender by either Safeco Insurance Company of America or one of its affiliated insurers or American Security Insurance Company or one of its affiliated insurers together, "Company") regarding borrower loans.

2. Broker of Record

Lender has designated Fifth Third Insurance Agency ("Broker") as its Broker of Record for the Policy, and so Broker will receive compensation paid on coverage provided under the Policy (as evidenced by issued certificates of coverage), pursuant to a Broker Agreement between Broker and TrackSure (effective August 1, 2007), in states where Broker holds a valid property/casualty license.

Lender may provide a prior written designation of a new Broker of Record at any time. That broker must execute a Broker Agreement with TrackSure before the designation is effective.

3. Conduct of Business Activity

TrackSure is responsible for complying with all federal, state and local laws regulating property insurance. Lender is responsible for complying with all federal, state and local laws regulating mortgage lending. Material or repeated failures to comply may be viewed by the other party as a material breach of the Agreement. Each party will provide the other with evidence of compliance upon reasonable notice.

TrackSure will permit Lender, its designees and regulators having jurisdiction over Lender, at all reasonable times and upon reasonable notice, to examine all records relating to its services for Lender.

Lender is responsible for using the security features of any TrackSure system. Lender may not permit any other entity except its Affiliates to be an authorized user of Lender's TrackSure account. Lender must notify TrackSure immediately upon discovering any unauthorized use of its account. Lender will access TrackSure systems in accordance with, and only for activities associated with, this Agreement.

4. Protection of Information; Ownership and Use of Intellectual Property

a. Definitions:

"Affiliate" means with respect to any entity, any other entity controlling, controlled by or under common control with such entity. Control exists when an entity owns or controls more than 50% of any entity including without limitation all affiliate banks and subsidiaries.

"Confidential Information" mean all materials, information, and data, other than Trade Secrets, relating to Discloser's business that is received by Recipient in the course of performing under this Agreement, including business information, technical information, know-how, and information regarding Discloser's business operations and practices, research and development, finances, customers (including customer lists) computer data and computer tapes, marketing and future products, the pricing and terms of this contract, technology of Discloser accessed by Recipient, business plans, demonstrations of new business and processes, processes, rules engine or rule flow. "Confidential Information" does not include any materials, information, or data that (1) is or subsequently becomes published or available to the public other than by breach of this Agreement, (2) is received by Recipient from a third party not in breach of any obligation of confidentiality, (3) is independently developed by Recipient, (4) was in the possession of, or known to, Recipient before Discloser disclosed it to Recipient without any other obligation of confidentiality, or (5) is approved for release by Discloser's written authorization by a senior vice-president or higher.

"Confidential Customer Information" means Lender's Confidential Customer Information, as that term is defined by the Gramm-Leach-Bliley Act, Pub. L. 106-102, and all implementing regulations.

"Intellectual Property Rights" means all rights of

inventorship and authorship, all rights in patents and patent applications, all copyrights, all trademark and service mark rights, all rights in Trade Secrets and proprietary information, all rights of attribution and integrity and other moral rights, and all other intellectual property rights of any type.

“Proprietary Materials” means the Confidential Information and Trade Secrets of Discloser.

“Protected Works” means any and all works of authorship, inventions, business rules, rules engines, discoveries, processes, machines, formulas, techniques, computer programs, systems, internet, extranet, or intranet sites, software, source code, object code, hardware systems, documentation, proprietary information, schematics, flow charts, databases; customer lists, marketing plans, product plans, business strategies, financial information, forecasts, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, designs, drawings, ideas, concepts, technical data, training materials, and/or user materials, and improvements to or derivatives from any of the above, whether or not patentable, or subject to copyright or trademark or trade secret protection.

“Trade Secrets” means any information, processes, formulas, ideas, algorithms, and related data and materials of Discloser, regardless of form, that are considered a trade secret under applicable laws.

b. Recipient will protect the Proprietary Materials from unauthorized disclosure, using reasonable care at least equal to the highest degree of care it uses to protect the confidentiality of its own confidential and proprietary information and trade secrets, and in no event less than a commercially reasonable degree of care. Recipient will only share the Proprietary Materials with those employees or permitted subcontractors on a “need to know” basis. Recipient will ensure that each of Recipient’s employees or subcontractors to whom Recipient does disclose Proprietary Materials agree to treat such information as confidential. Each party will notify the other promptly of any actual or threatened occurrence of any event that materially affects, or that could reasonably be expected to materially affect, the notifying party’s ability to perform fully its obligations under this agreement to the other party.

c. TrackSure agrees that it shall notify Lender immediately of any breaches in security, unauthorized entry or hacking of any of TrackSure’s systems, or services provided to Lender under this Agreement having a direct effect on Lender’s Confidential Information, or of any unauthorized disclosures or breaches regarding any of Lender’s Confidential Information. Such notification shall include full information and details regarding the breach and/or unauthorized disclosure, and shall detail TrackSure’s proposed solution for remedying the security

or confidentiality breach. TrackSure recognizes and agrees that any breach in security or unauthorized disclosure of Lender’s Proprietary Information, or TrackSure’s failure to comply with this Section of the Agreement would cause irreparable harm to Lender and agrees that, in addition to any and all remedies in law or in equity to which Lender may be entitled, Lender shall be entitled to seek immediate injunctive relief to prevent any anticipated unauthorized disclosure or security breach, or to prevent any further unauthorized disclosures or security breaches. Lender also shall be entitled, in its sole and absolute discretion, to terminate the Agreement immediately upon any such breach and such termination shall be deemed a termination for cause.

d. Recipient may further disclose Proprietary Material as required by a law, court, or governmental agency. Recipient will first give written notice of such required disclosure to Discloser, make a reasonable effort to obtain a protective order requiring that the Proprietary Material so disclosed be used only for the purposes for which disclosure is required, take reasonable steps to allow the Discloser to seek to protect the confidentiality of the Proprietary Material required to be disclosed, and will disclose only that part of the Proprietary Material which, in the written opinion of its legal counsel, it is required to disclose.

e. Upon the request of Discloser, Recipient will within ten (10) days after receipt of Discloser’s request, return all Proprietary Material to Discloser and, in any case, upon the termination or expiration of this Agreement; except that, upon written request from Discloser, Recipient will promptly destroy originals and copies of the Proprietary Material and will certify in writing as to such destruction.

f. TrackSure will protect the Confidential Customer Information from unauthorized disclosure, using reasonable care at least equal to the highest degree of care it uses to protect the confidentiality of its own confidential and proprietary information and trade secrets, and in no event less than a commercially reasonable degree of care and in compliance with all applicable rules and regulations.

g. It is understood that TrackSure may have access to records and control or use of Lender computer tapes and other operations information as Lender may make available to TrackSure, and which may contain information that is not relevant to the services to be performed by TrackSure. In this event, TrackSure agrees that it will take reasonable precautions to prevent the use or application of such information by any person or persons, including employees and/or directors of TrackSure.

h. In case of termination of this Agreement, TrackSure will return to Lender, or certify destruction of, all of Lender’s Confidential Customer Information and other

borrower records within a mutually agreed upon time frame.

i. Without in any way limiting the foregoing, TrackSure agrees to sign and abide by Lender's Standard Consumer Confidentiality Agreement incorporated herein by reference and attached hereto as Schedule E.

j. TrackSure will maintain properly supervised and protected facilities for storing and using data and information needed to perform its services. Copies of records or information needed to assure the reconstruction and the uninterrupted continuation of TrackSure's services in the event of accidental destruction or disaster at the operational location will be maintained at another location separated from the operation location by such distance as TrackSure may deem reasonably necessary to protect such records in the event of earthquake or other common disaster.

k. TrackSure warrants that it has in place reasonable information security practices that comply with the Gramm-Leach-Bliley Act, Pub. L. 106-102, and all implementing regulations.

l. Proprietary Materials are and will remain the sole and exclusive property of Discloser. Proprietary Materials may be used only for the purposes for which disclosure is made. TrackSure retains and reserves all Intellectual Property Rights in any Protected Works developed or provided by TrackSure. If TrackSure provides documentation or training or user materials to Lender that bear a copyright notice, Lender must reproduce that notice on any authorized copies of the materials it may make.

m. The parties' rights under Section 4 will apply after the Agreement Effective Date to all Proprietary Material disclosed to Recipient before and after the Agreement Effective Date.

n. The contents of the TrackSure sites on the Internet are protected by applicable copyright laws. No permission is granted to copy, distribute, modify, post or frame any text, graphics, video, audio, software code, or use interface design or logos. The foregoing, and nothing else herein, shall be construed as prohibiting Lender from accessing, printing and duplicating information relating to its business, customers, or the results of the services performed hereunder from the TrackSure sites.

5. Tracking Services Fee; Premium Payments

a. Lender will pay the fee or fees specified in Schedule C. Lender will pay fees within forty five (45) days of Lender's receipt of TrackSure's invoice. Except as otherwise specified below, costs and expenses incurred by TrackSure in performing its services will be paid by TrackSure.

b. If Lender requests additional services or programs and TrackSure agrees to provide them, then Lender and TrackSure must agree upon additional fees for such services before TrackSure is obligated to provide the additional services.

c. If there is an increase in mail or delivery costs related to TrackSure's services, TrackSure and Lender will agree upon either a fee increase or other reimbursement necessary to support the requirement. If there is an increase in other costs relating to TrackSure's services that is beyond the control of either party to this Agreement, TrackSure will provide Lender with sixty (60) days prior written notice of its intent to increase fees set forth in Schedule C, which will include documentation for the increase in costs. Prior to the effective date of the increase, TrackSure and Lender will negotiate the amount of the fee increase. The amount of the fee increase will not exceed the amount of the increase in costs. Lender may either agree to the fee increase or may, at their discretion, elect to perform the services itself or select another vendor to perform the services.

d. If Lender does not remit premium on properties where premium is due, within ninety (90) days after the due date, the parties agree that it will be deemed that Lender has waived coverage on those properties in accordance with automatic coverage provisions of the Policy, retroactive to the effective date of coverage. Lender may arrange for this remittance through an automated disbursement process, but this will not affect Lender's obligations under this section.

6. Term

a. This Agreement will have an initial minimum term beginning on the Agreement Effective Date, and continuing until three years from the Initial Services Date. "Initial Services Date" means the actual date of the transfer by the Lender of the insurance tracking responsibilities to TrackSure. Throughout the term of this Agreement, TrackSure will be the sole provider of insurance tracking and insurance placement services to Lender. This exclusivity applies only to Lender's current loan portfolio as described in this Agreement and any attachments thereto and to all normal and customary growth of Lender's loan portfolio. Exclusivity does not apply if Lender purchases a loan portfolio and for reasons out of Lender's control, said portfolio cannot be serviced under this Agreement.

b. The term will be automatically renewed thereafter for successive one-year periods unless either party provides to the other no less than ninety (90) days advance written notice of their intent to terminate this Agreement at the end of the initial term or any successive term.

7. Termination

a. This Agreement may be terminated before the end of the initial minimum term or any successive terms, with advance written notice, under any of the following conditions:

(1) By TrackSure, in the event of federal or state regulatory action that TrackSure, in its sole and reasonable discretion, determines will adversely impact its provision of insurance tracking or placement services;

(2) By either party, in the event of material breach of this Agreement by the other party, including failure to pay amounts due, or if the other party commits numerous breaches of this Agreement which in the aggregate are material, and the party in breach fails to correct the deficiency within sixty (60) days of written notification by the other party;

(3) By either party, with ninety (90) days advance written notice to the other party, if that party ceases those operations that are material to the fulfillment of this Agreement;

(4) By TrackSure, with ninety (90) days advance written notice to the other party if the parties fail to reach an agreement as to a fee increase under Section 5.c of this Agreement;

(5) By Lender, with ninety (90) days advance written notice to the other party, if the parties fail to reach an agreement as to a fee increase under Section 5.c of this Agreement;

(6) By TrackSure, with ninety (90) days advance written notice to the other party, if Lender is acquired by another entity and the other entity's loan portfolio is not insured by Company; or

(7) By TrackSure, with 180 days advance written notice to Lender in the event of an acquisition of some or all of the Lender's loan portfolio by another entity that results in a reduction in policies in force by 50% or more, and the other entity's loan portfolio is not insured by Company.

(8) By Lender, immediately, if TrackSure breaches its confidentiality obligations hereunder.

b. If this Agreement is terminated, coverage provided (as evidenced by individual certificates issued) under the Policy will remain in force until expiration of the coverage, unless coverage is canceled by the borrower upon providing proof of voluntary coverage. Other coverages provided in the Policy, and that inure to the interest of Lender only, will be canceled concurrently with the termination of this Agreement.

c. During the 120-day period following the notice of termination of this Agreement, TrackSure will continue its insurance placement services for those borrowers' loans with an uninsured date prior to the effective date of termination of this Agreement. Lender will have the obligation to acknowledge all premium statements rendered by TrackSure for all borrowers' loans and to remit the premiums due in accordance with the terms of this Agreement. Failure to do so will result in automatic waiver of coverage by Lender pursuant to Section 5.d.

d. On or prior to the date of termination, TrackSure will deliver to Lender the last data processing record or statement of insurance in force, which will reflect the status of insurance on each qualified loan as of the termination date. Such Lender data will be provided in TrackSure' format, which must be acceptable to Lender with appropriate file descriptions. These records or statements of insurance in force will mean only those records of insurance as are maintained in the normal course of operations of TrackSure. TrackSure will cooperate in good faith to provide this information in a timely manner.

e. The parties' rights under Section 4 will survive termination of this Agreement 1) with respect to Trade Secrets, so long as the Trade Secrets retain their status as "trade secrets" under applicable law; 2) with respect to Confidential Information for the shorter of either a period of three years, or until such information no longer qualifies as confidential under applicable law or this Agreement; and 3) with respect to Confidential Customer Information, indefinitely. All provisions of this Agreement relating to ownership, indemnification, limitations of liability and any other subject that would, by its nature, be deemed to survive termination of this Agreement, will survive the termination of this Agreement

f. Transition Services

(1) Upon notice of termination of the Agreement for any reason by either party, if requested by Lender TrackSure will continue to provide the applicable services for the period of time from the effective date of the termination notice to the effective date of termination of the Agreement (the "Notice Period").

(2) During the Notice Period, TrackSure will continue to make available to Lender all Services (in accordance with the terms and conditions of this Agreement and the applicable Schedules). TrackSure's performance of the services described in the Schedules during the Notice Period will be performed at the rates set forth in the applicable Schedule(s).

(3) During the Notice Period, TrackSure will perform such other services as mutually agreed to by the parties as are necessary to enable Lender to obtain from

another service provider, or provide for itself, services to substitute for or replace the applicable services provided by TrackSure under the applicable Schedule(s). Such other services will be provided at such rates as are mutually agreed to by the parties for such services.

(4) During the Notice Period, TrackSure will cooperate in good faith with Lender and any new service provider selected by Lender in the performance of its obligations under this Agreement. TrackSure further agrees to work with Lender, and any new service provider, in the development and carrying out of a transition plan to effectively transition the services to Lender or its new service provider.

8. TrackSure' Escrow Liability

The following provisions set forth TrackSure' liability for all claims, including Indemnity Claims, with respect to any insurance that has expired or been cancelled because of TrackSure' willful or negligent performance of its obligations under this Agreement:

a. TrackSure will notify Lender promptly of this event, and will make a good faith effort, or request the borrower to make a good faith effort, to arrange for reinstatement of the insurance.

b. If neither TrackSure nor the Borrower is successful in arranging reinstatement of the expired/cancelled insurance, then TrackSure will make a good faith effort, or request the Borrower to make a good faith effort, to obtain similar insurance to replace the expired or cancelled policy at the same or lower premium rate. If the replacement policy's premium rate exceeds the rate charged for the expired/cancelled insurance, then TrackSure will be responsible for any premium differential for a period not to exceed one (1) year from the expiration date of the expired/cancelled insurance. Furthermore, TrackSure' responsibility hereunder will be limited by available defenses, including, without limitation, that the expired/cancelled insurance would not have been renewed at the same rates.

c. If the insurance cannot be reinstated or similar insurance cannot be obtained by TrackSure or the Borrower, then TrackSure will immediately place coverage through the Policy, with an effective date backdated to the date of such expired or cancelled insurance but in no event longer than one (1) year prior to the date of discovery. If the premium for this replacement insurance exceeds the premium charged for the expired/cancelled insurance, then TrackSure will be responsible for any premium differential for a period not to exceed one (1) year after the expiration date of the expired/cancelled insurance. Furthermore, TrackSure' responsibility hereunder will be limited by available defenses, including, without limitation, that the

expired/cancelled insurance would not have been renewed at the same rates.

d. If there is a loss and it is not covered under the replacement insurance (i.e., insurance obtained pursuant to either subsection b or c, above), and the loss would have been covered under the expired/cancelled insurance, then TrackSure will be responsible for any uncovered loss, or portion thereof, including allocated loss adjustment expenses. Provided, however, that in no event will TrackSure' liability for such losses exceed the limits of coverage of the Borrower's expired/cancelled insurance. TrackSure will not be liable for such losses occurring either (1) more than one year after the expiration date of the expired/cancelled insurance; or (2) after the cancellation date of this replacement insurance, whichever occurs earlier.

9. Indemnification

a. TrackSure agrees to fully indemnify, and hold harmless Lender, and its Affiliates, its and their officers, employees, representatives, and agents from and against any and all claims, allegations, suits, damages, losses, expenses, costs, including reasonable attorneys fees, or amounts payable under any judgment, verdict, court order or settlement resulting from the infringement or misappropriation of any third party intellectual property or other rights to the extent that such infringement or misappropriation is attributable to the services provided hereunder. TrackSure will fully indemnify and hold harmless Lender and its parent, subsidiaries and affiliates, and their directors, officers, and employees, from, against, and in respect of any and all liabilities, claims, demands, actions, costs, debts, fines, penalties and direct damages, including reasonable attorney's fees, (collectively "Indemnity Claims"), that any of them may incur or suffer, arising out of and directly in connection with, or arising from, TrackSure' (or its contractors' or the Company's) allegedly tortuous acts against third parties; their violations of law, rule or regulation; or, except as provided in Article 8, their willful or negligent performance of its obligations under this Agreement.

b. Lender will fully indemnify and hold harmless TrackSure, the Company, and their parents, subsidiaries, and Affiliates, and their directors, officers, and employees, representatives and agents, from, against, and in respect of any and all Indemnity Claims, that any of them may incur or suffer, arising out of and directly in connection with, or arising from, Lender's (or its contractors') allegedly tortious acts against third parties; their violations of law; or their willful or negligent performance of its obligations under this Agreement.

c. To the extent permitted by law, with respect to any Indemnity Claims by one party against the other, if the claiming party's acts or omissions constituted a material factor with respect thereto, the principles of comparative

negligence will apply and the extent of the indemnification will be reduced accordingly.

d. The indemnitee must provide prompt written notice of any Indemnity Claim. If prompt notice is not provided, the indemnitee shall still be entitled to indemnification from the indemnitor except to the extent that the indemnitor is actually prejudiced by the late notice. Both TrackSure and Lender must consent to any settlement of any Indemnity Claim, but this consent must not be unreasonably denied. However, a settlement for cash payment by the indemnitor that fully and finally discharges the indemnitees' liability under an Indemnity Claim does not require mutual consent.

e. Either party may seek immediate injunctive relief from a court of competent jurisdiction, and may obtain such relief without bond (if permitted by law), when necessary to protect its rights under Section 4.

f. Neither party will be liable to the other party for any lost profits, consequential damages, or punitive damages. The previous sentence does not apply to lost profits, consequential damages, or punitive damages that may be asserted or claimed by a third party in an Indemnity Claim or arise from a party's breach of confidentiality obligations or damages arising from gross negligence or willful misconduct.

g. Nothing in this Section will be construed to waive any rights and each Party agrees to continue performing its obligations under this Agreement while a dispute is being resolved except to the extent the issue in dispute precludes performance. Additionally, nothing in this Agreement will prohibit or otherwise limit a party's right to preserve a superior position with respect to other creditors.

h. The foregoing provisions notwithstanding, nothing contained in this Agreement shall (i) be deemed to create or give any rights to any person other than the parties hereto, it being intended that there shall be no third party beneficiary of this Agreement or (ii) preclude any party to this Agreement from seeking indemnification from, or otherwise proceeding against, any third party.

10. General Conditions

a. The terms of the Policy are not controlled or modified by this Agreement.

b. The obligations assumed by TrackSure are in the capacity of an independent contractor, and there is no relationship of employer and employee, partner, or joint venturer, between TrackSure and Lender.

c. All notices to be sent herein will be to the addresses shown on Page 1 of this Agreement unless otherwise amended by a written notice, signed by an authorized

officer of TrackSure or Lender, and will be sent by certified or registered mail or overnight delivery service and deemed received when signed. Any party may send any notice hereunder using any other means of communication (including personal delivery, telecopy, telex, facsimile, ordinary mail or electronic mail) but no such notice will be deemed to have been duly given unless and until it is actually received via certified or registered mail or overnight delivery service.

d. No waiver by either party of any act or failure to act on the part of either party in violation of this Agreement will stop or bar the other party from asserting a similar act or omission to act as a breach or other violation of this Agreement at a later date.

e. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. However, Lender may assign this Agreement to any of its Affiliates or to any entity that succeeds to or acquires all or substantially all of the business of Lender through merger, consolidation, acquisition of stock or assets, or other business combination. Without limiting the foregoing, in the event of a change in control by Lender, this Agreement shall remain in full force and effect. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and authorized assignees. All third parties will be the sole responsibility of TrackSure and they shall be bound by the provisions of this Agreement, including but not limited to confidentiality provisions and background checks.

f. This Agreement may be amended only by an instrument, signed by authorized officers of both parties, that expresses by its terms an intention to modify this Agreement prior to such amendment.

g. This Agreement will be governed by and construed in accordance with the laws of the state of Ohio, without regard to its choice of law principles.

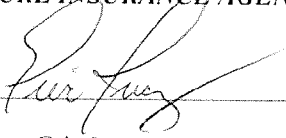
h. This Agreement hereby supersedes and replaces the prior Tracking Services Agreement, effective April 3, 1997, between TrackSure and the Lender.

i. The following Schedules are attached to this Agreement and are incorporated by reference as if fully set forth herein:

- Schedule A – Basic Operating Procedures
- Schedule B – Service Level Agreement
- Schedule C – Cost of Services
- Schedule D – Eligible Loan Category
- Schedule E – Consumer Confidentiality Agreement

IN WITNESS WHEREOF, TrackSure and Lender have executed this Agreement, respectively, as of the date first above written.

TRACKSURE INSURANCE AGENCY, INC.

By:  _____

Name: Eric Juarez

Title: Senior Vice President & Chief Financial Officer

FIFTH THIRD BANK

By:  _____

Name: _____

Title: _____

SCHEDULE A

BASIC OPERATING PROCEDURES

These Basic Operating Procedures will outline the working relationship between Lender and TrackSure. These Basic Operating Procedures, and the Lender Guide will be modified only with prior notice and mutual written agreement or consent.

DEFINITIONS

“Tracking” is defined as loans where an update is required to the insurance line when change information is received by a document, EDI transaction, inbound or outbound telephone call.

“LPHI” is defined as the Lender Placed Hazard Insurance coverage as described by the terms and conditions of the Master Policy issued to Lender. LPHI is insurance placed at the individual property level.

“Blanket Coverage” is defined as the endorsement to the Master Policy covering all loan categories as described by the endorsement.

“Lender Guide” is defined as the master procedure manual which includes the detailed processes for each of the basic operating procedures identified in this schedule.

“Automatic Coverage” is defined as the endorsement to the Master Policy covering the unknown uninsured loss as described by the endorsement.

These definitions apply to this and each additional schedule attached to the Tracking Services Agreement between Lender and TrackSure.

I. LOAN SET-UP / MAINTENANCE

Lender will:

- Be responsible for all loan maintenance updates on loans, which includes, but is not limited to, loan status, new loans, stop codes, mailing address, property address, escrow status, flood coverage required, etc.
- Transmit new loan hazard information from the Lender’s loan origination system or forward by document from the imaging system for hazard information not received through automation
- At 30 days post boarding, identify loans with missing insurance information not provided in original transmission and provide insurance documents for update

TrackSure will:

- Be responsible for updating of new loan hazard information received
- Provide reports, as needed, of illogical loan or insurance information
- Indicate on the system of record if loans are eligible for tracking

II. DOCUMENT PROCESSING

Lender will:

- Forward any hazard mail received to TrackSure on a daily basis

TrackSure will:

- Establish and maintain a post office box for receiving required insurance documents
- Return non-tracking documents (title insurance, claim settlements, loan payment, PMI, etc.) within one business day
- Image all insurance documents
- Match insurance documents and update the appropriate loans
- Mark unmatched insurance documents as “UTL” (Unable To Locate) for subsequent passes against new and changed loans
- Create insurance transactions to update Lender’s data base
- Correct mortgagee with carrier when applicable
- Conduct audits to ensure processing accuracy
- Monitor insurance carriers to ensure A.M. Best ratings

III. POLICY VALIDATION

TrackSure will:

- Verify renewal information on escrowed and non-escrowed “ELIGIBLE LOANS FOR TRACKING” per Schedule D, prior to expiration, if no insurance documents were received.
- Verification process includes contacting:
 - Carriers
 - Agents
 - Borrowers

III. ESCROW PROCESSING

Lender will:

- Work transaction and disbursement reject reports as agreed on a daily basis
- Apply refund checks from the insurance carriers to the escrow account
- Wire transfer funds to TrackSure upon completion of processing the insurance files
- Review deficiencies on non-required insurance line reporting and provide borrowers with advance notification of any action taken by Lender
- Have sole responsibility for deleting or changing the escrow status on any insurance line

TrackSure will:

- Disburse funds to insurance carriers via check, Federal Wire Transfer or ACH based transaction
- Work transaction and disbursement reject reports as agreed on a daily basis
- Process refund checks, note the information on system of record, and forward to Lender
- Mail disbursement checks each day that funding is provided by Lender

IV. CUSTOMER AND LENDER SERVICE

Lender will:

- Field all phone calls and correspondence not related to hazard insurance

TrackSure will:

- Receive borrower, agent and carrier calls via toll-free lines operating through a call management system, including an upfront Interactive Voice Response system
- Forward calls and correspondence to Lender concerning losses or non-insurance inquiries
- Conduct monitoring of phone calls to ensure quality service

- Provide separate toll free number for lender service
- Provide in Lender Guide, procedures and processes specific to your program
- Process agreed upon tasks and reject reports

V. LENDER PLACED HAZARD INSURANCE

Lender will:

- Provide written instructions for any changes to Lender Placed Hazard Insurance program
- Remit lender placed premiums on agreed upon schedule per Lender Guide

TrackSure will:

- Produce automated notification to customers who provide inadequate insurance
- Produce evidence of lender placed coverage letters when premiums applied in time frames as agreed
- Produce lender placed coverage renewal notices upon expiration of current coverage

VI. MANAGEMENT REPORTING

TrackSure will:

- Produce and distribute reports in support of service levels set forth in Schedule B.

VII. ADDITIONAL SERVICES

- TrackSure agrees to continue to provide support through WNC First (Administrator) on tracking Lender's consumer and commercial flood insurance loans, until such time as TrackSure can assume the flood tracking responsibilities.
- Requirements and responsibilities for consumer and commercial loan tracking will be defined by Lender and provided to WNC First (Administrator).

SCHEDULE B

SERVICE LEVEL AGREEMENT

It is hereby agreed that TRACKSURE will execute the following monthly service levels in conjunction with the lender placed insurance and tracking services program provided to LENDER. These service levels may be modified only upon mutual written consent.

Service Levels:

A. CUSTOMER SERVICE

- I. Abandonment Rate - 3% or less
- II. CSU Service Level-80% calls answered within 20 seconds

B. DOCUMENT PROCESSING

- I. End-to-end processing-90% within 5 business days

C. ESCROW INSURANCE PAYMENTS AND NON-ESCROW UPDATES

- I. Escrowed Loans: Adjusted escrow renewals – 98% paid in renewal month or worked through TRACKSURE and LENDER'S agreed upon Policy Validation process
- II. Non-Escrowed Loans: Adjusted non-escrow renewals - 98% either updated or worked through TRACKSURE and LENDER'S agreed upon Policy Validation process.

D. MANAGEMENT REPORTING

- I. Information for Lender's Scorecard provided by noon on the 3rd working day of each month
- II. Monthly report provided by the 5th business day of each month
- III. Monthly claims reporting by the 7th business day of each month

E. QUALITY STANDARDS

- I. Document Processing - 97% accuracy of all documents processed

F. REFUND CHECKS (Preferred Carriers)

- I. Processed within 48 hours, unless research is required

G. LENDER PLACED REFUNDS

- I. Processed within 24 hours

H. CLAIMS STANDARDS

- I. 80% closed within 30 days
- II. Field inspection within 7 days

SCHEDULE C

COST OF SERVICES

Payment will be made by Lender to TrackSure for services provided hereunder as follows:

The sum of \$.08 per month for each active loan record as recorded by TrackSure or WNC's system as of the last day of each calendar month. Such payments are due and in accordance with Section 5 a. of the Agreement.

OTHER TERMS AND CONDITIONS:

1. TrackSure and Lender agree to review the Cost of Services annually in August of each year. Any changes to the Cost of Services will be mutually agreed upon in writing.
2. Cost of Services for any acquisition of loans substantially different than the existing Lender portfolio or loans requiring additional servicing requirements will be reviewed as needed. The Cost of Services for these loans may be itemized separately.

SCHEDULE D**ELIGIBLE LOAN CATEGORY****ELIGIBLE LOANS FOR TRACKING (UPDATING)**

LOAN CATEGORY: First Mortgage Home loans or Commercial loans with hazard, flood, earthquake or windstorm insurance lines as long as Lender has built the appropriate line

LOAN CATEGORY: Second Mortgage Home loans if an insurance line is built by Lender

LOAN CATEGORY: Condominium flood insurance lines (in mandatory flood hazard areas)

EXCLUSIONS FROM TRACKING (UPDATING)

LOAN CATEGORY: Land-Only loans

LOAN CATEGORY: REO properties

LOAN CATEGORY: Personal property, liability insurance lines

ELIGIBLE LOANS FOR LPHI

LOAN CATEGORY: First Mortgage Home loans and Commercial loans with hazard, flood (in mandatory flood hazard areas) or windstorm insurance lines

LOAN CATEGORY: Flood lines (in mandatory flood hazard areas), are eligible for flood gap insurance excluding Condominiums. Condominium flood coverage is issued at loan balance and does not select for flood gap placement.

NOTE: Fire coverage only will be issued on eligible homeowner's expired/cancelled lines

EXCLUSIONS FROM LPHI

Automatic coverage under the Master Policy does NOT apply to the following loan/investor/coverage categories:

LOAN CATEGORY: REO Loans

LOAN CATEGORY: Earthquake, Personal Property, Liability insurance lines

LOAN CATEGORY: Second mortgage loans on MortgageServ for hazard or flood insurance

LOAN CATEGORY: Condominium loans for hazard insurance (condo flood no longer excluded as of 4/11/06)

LOAN CATEGORY: Property located in a non-mandatory flood hazard areas (with escrowed or non-escrowed insurance lines)

LOAN CATEGORY: Investor codes 20920, 61003, 20923, 61037, 61055, 61560-61565

LOAN CATEGORY: Individual loans waived from tracking and placement by FTB

LOAN CATEGORY: Loans without insurance lines

ELIGIBLE LOANS FOR TRACKING AND REPORTING ONLY

The following insurance lines are eligible for tracking and reporting of the insurance deficiency only. These insurance lines are not eligible for LPHI or automatic coverage.

LOAN CATEGORY: All earthquake insurance lines, escrowed or non-escrowed loans
LOAN CATEGORY: All insurance lines non-mandatory flood hazard areas, escrowed or non-escrowed loans
LOAN CATEGORY: All other non-required insurance coverage

ELIGIBLE LOANS FOR BLANKET COVERAGE

LOAN CATEGORY: Condominium loans for hazard

OTHER TERMS AND CONDITIONS

Lender is responsible for providing TrackSure with the appropriate codes and notification on loan types to accurately track and identify loans for coverage. These procedures will be mutually agreed upon in writing and will become part of the Lender Guide.

Tracking or insurance requirement changes on any loan or loan category will be submitted by Lender to TrackSure in writing. Changes to a tracking or insurance requirement will take effect after the request is mutually agreed upon between Lender and TrackSure.